



**STATE OF TENNESSEE  
DEPARTMENT OF CHILDREN'S SERVICES  
ANNOUNCEMENT OF FUNDING  
FOR  
CHILD ABUSE PREVENTION SERVICES  
RFS #359.20-510**

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## 1. INTRODUCTION

### Statement of Purpose

The purpose of this **FUNDING OPPORTUNITY** is to define the State's minimum requirements, solicit grant proposals, and gain adequate information by which the State may evaluate the services offered by Proposers.

### General Information

The State of Tennessee, Department of Children's Services, hereinafter referred to as the State, intends to secure Grants for Child Abuse Prevention Services specifically programs that are community-based, family-centered, and prevention-focused, and which strengthen families and reduce the incidence of child abuse and neglect. Funding is allocated among the twelve (12) state regions based on a combination of child population and child abuse statistics.

### Scope of Service

The Grantee shall provide Primary and/or Secondary Child Abuse Prevention Services, which are those services, designed to prevent the occurrence of child abuse and neglect. These typically fall into two categories of services: Primary and Secondary.

1. Primary Services- Intervention activities directed toward a general population to prevent initial instances of abuse. Primary prevention activities are designed to inform the general public or specific target groups on the issues of child abuse, to heighten awareness of child abuse and prevention techniques, and to educate specific segments of the population on the identification of child abuse and the proper method of reporting child abuse and neglect.

EXAMPLES: Primary prevention programs include, but are not limited to, community education programs, public awareness campaigns, development of a community task force or prevention network, or skills development for children and youth so that they can recognize and avoid abusive situations.

2. Secondary Services- Services directed toward families who are considered vulnerable of at risk of developing problems that lead to child abuse or neglect because of their life situations. The probability of the occurrence of child abuse or neglect within these families is greater than in the general population. Characteristics of this level of services include:

- The service is offered to a target group of vulnerable families or individuals;
- The recipients of this service agree to receive the service;
- The service focuses on specific problems and aids in improving the capacity to parent;
- Parents are involved in determining what services are delivered.

EXAMPLES: Secondary prevention programs include, but are not limited to, support programs for teen parents, support programs for parents who were abused or neglected as children, families with children who are handicapped or born with low birth weights, families experiencing excess stress caused by such factors as unemployment, homelessness, poverty, substance abuse, divorce, single parenting, or any combination of these factors. Services could include such activities as counseling, self-help groups, crisis intervention services, hot lines, home visitation programs for families with very young children, parent education and support.

**These programs must provide at least one of the following services:**

1. Parenting Education : Process of helping individuals to formally learn age appropriate, non-violent disciplinary techniques, parenting skills, and stress management techniques. Components may include, but are not limited to:

- a. Parent Training: Individual or group instruction on particular issues relating to the care of children and youth.
- b. Resource Centers: Community based site that provides information and/or material resources on parenting.
- c. 24 hour help line: Toll free number available 24 hours a day, seven days a week to assist and support families.
- d. Transportation: getting individuals to parenting class, and/or other service components.
- e. Child Care: Adult oversight and supervision of children as needed to enable the parents to attend class(es) or participate in other service components.
- f. Home Visitation: May be included to observe and reinforce the practical application of parenting skills learned.

**2. Parent Support Programs:** A community-based program to support and strengthen families that is based on an equal partnership between families and program staff designed to strengthen families. These programs are unique to each community and are culturally sensitive. Components may include, but are not limited to:

- a. Parent support groups that meet regularly to discuss parenting issues.
- b. Respite Care: Temporary alternative care for the child or children during a crisis situation.
- c. Parent-to-Parent Mentoring: a parent acting as a role model or assisting another parent in improving parental skills.
- d. Resource Centers: Community based site that provides information and/or material resources on parenting, child development, and abuse prevention.
- e. 24 Hour Help/hot line: Toll free number available 24 hours a day, seven days a week to assist and support families
- f. Transportation: may be a component for all program services.
- g. Parental involvement in program planning and program evaluation.
- h. Family focused group activities such as family "field trips", picnics, fairs, and workshops.
- i. Child Care: Adult supervision of children which may be available if needed for parents to participate in services.
- j. Counseling (individual and/or group) structured communication that results in identifying and solving problems and building on strengths.

**3. In Home Visitation:** Regular Home Visits- This service is designed to enhance the bonding between parents and their children and increase knowledge of child development and effective parenting techniques. The service is available primarily in the family's home and is tailored to each family's unique needs. This service is usually offered to first time parents or parents of children ages 0 - 3 years. Components may include, but are not limited to:

- a. Parent Training: Individual instruction of the family on particular issues relating to the care of children and youth.
- b. Parent to Parent Mentoring: one parent acting as a role model or assisting another parent in improving parental skills.
- c. Parent Support: focusing on the strengths of parents and providing reinforcement for those behaviors.
- d. Counseling: structured communication that results in identifying and solving problems and building on strengths.

- e. Assessment/Parent Involvement in goal setting.
- f. Monitoring and Evaluating of goals with families.
- g. Advocating: Staff acting on behalf of families.
- h. Referrals and Follow-up: reviewing progress and revising goals in a partnership relationship between families and staff.
- i. Respite Care: Temporary alternative care for the child or children during stressful or crisis situations.

**4. Skills Training for Children and Youth Programs:** This program teaches age appropriate skills to children and youth on personal safety issues and/or decision making, through Workshops, Groups, Presentations, Seminars, Mentoring, etc. Components may include, but are not limited to:

- a. Personal Safety Skills
- b. Esteem Building Skills
- c. Personal Responsibility Skills
- d. Communication Skills
- e. Conflict Resolution Skills

**5. Public Awareness Programs:** Information geared to the general public or to specific target group about the issues of child abuse meant to heighten awareness of child abuse and prevention techniques, and to educate specific segments of the population on the identification and reporting of child abuse, and on positive parenting techniques. Components may include, but are not limited to;

- a. Public Service Announcements (PSA) and Media Kits,
- b. Public Speaking
- c. Parenting Fairs
- d. Detection and Reporting Training
- e. April National Child Abuse Prevention Month Activities
- f. Newsletters
- g. Professional Development and Training Community Task Force

Programs are encouraged to be evidence-based and evidence-informed models of service delivery. For more information please go to:  
<http://www.friendsnrc.org/CBCAP/PART/index.htm>.

However, it is recognized that not all programs, particularly public awareness or brief information and referral activities, will achieve this standard. Complete the attached Evidence Based worksheet and include with your proposal.

Proposals should indicate how outcomes will be measured. Program outcomes are expected to reflect improved functioning and quality of life for children and families by reducing child abuse and neglect. Outcomes mean the benefits or changes for individuals or families during or after participating in program activities. Outcomes are not the statistical reports of number of children/families served.

#### **Eligibility and other program requirements**

Agencies eligible to apply for and receive funding for Child Abuse Prevention Services shall either be government entities or be incorporated as a not-for-profit corporation and be tax-exempt under § 501 of the Internal Revenue Code and comply with §§ 37-1-403 and 37-1-605 of TCA by reporting cases of suspected child abuse or neglect or child sexual abuse to

the Department of Children's Services and comply with § 71-6-103 by reporting suspected cases of adult abuse, sexual abuse, neglect or exploitation to the Department of Human Services. [Acts 1984, ch. 930, § 4; T.C.A., § 14-33-104; Acts 1996, ch. 1079, § 183.]

Agencies eligible to apply for and receive funding for Child Abuse Prevention services must also meet all requirements as stated in the Standards for Child Abuse Prevention Agencies (Chapter 0250-7-5), state and federal funding laws, the Announcement of Funding, and the state contract document. All agencies must be licensed annually by the Department of Children's Services in accordance with Standards for Child Abuse Prevention Agencies, Chapter 0250-4-11 (TCA § 71-3-501 et seq.).

Individuals or families to be served by Child Abuse Prevention Services shall be eligible for these services without regard to income. Agencies receiving funding under Public Chapter 930 are required to submit documentation and information on service provision including, among other information, an annual report to include statistics on the number of persons requesting service, the number of persons served, the type of service rendered and a description of the social and economic characteristics of the person served and the number and type of referrals, including medical, legal and education services, made to other community resources.

**Service providers must:**

- Attend Quarterly one day technical assistance meeting in Nashville for training and to encourage collaboration and partnership between Child Abuse Prevention agencies.
- Involve parents who were or are clients in significant leadership roles.
- Participate in the Tennessee Child Abuse Prevention Agency peer review process.
- Encourage the purchase of the Children's First License Plate, funds which are used to finance the Child Abuse Prevention Grants.
- Promote Child Abuse Prevention Month in April

**Funding**

Funding allocations will be distributed among the twelve (12) state regions to the extent possible based on a combination of child population, child abuse statistics and service gaps. A program that can serve more than one region must submit separate proposals for each region served. In no case shall a grant or match be used to supplement any other program or activity unrelated to the CAP contract. Neither can CAP funds supplant other funding.

Budget proposals must adhere to the following formula: Eighty (80) percent of the total budget is grant dollars. Twenty (20) percent of the total budget must be agency match. The twenty percent match may be in cash, in cash and in-kind, or all in-kind.

**A list of the regions/counties served is as follows:**

REGION	COUNTIES SERVED
Davidson County Region	Davidson
East TN Region	Anderson, Blount, Campbell, Claiborne, Cocke, Grainger, Hamblen, Jefferson, Loudon, Monroe, Morgan, Roane, Scott, Sevier & Union
Hamilton County Region	Hamilton

Knox County Region	Knox
Mid-Cumberland Region	Cheatham, Dickson, Houston, Humphrey, Montgomery, Robertson, Rutherford, Stewart, Sumner, Trousdale, Williamson and Wilson
Northeast Region	Sullivan, Johnson, Carter, Greene, Hancock, Hawkins, Unicoi & Washington
Northwest Region	Benton, Carroll, Obion, Lake, Weakley, Henry, Dyer, Gibson & Crockett
Shelby County Region	Shelby
South Central Region	Bedford, Coffee, Giles, Hickman, Lawrence, Lewis, Lincoln, Marshall, Maury, Moore, Perry & Wayne
Southeast Region	Bledsoe, Bradley, Franklin, Grundy, McMinn, Marion, Meigs, Polk, Rhea & Sequatchie
Southwest Region	Chester, Decatur, Fayette, Hardeman, Hardin, Haywood, Henderson, Lauderdale, McNairy, Madison & Tipton
Upper Cumberland Region	Cannon, Clay, Cumberland, DeKalb, Fentress, Jackson, Macon, Overton, Pickett, Putnam, Smith, VanBuren, Warren & White

### **Grant Contract Duration**

**Grant Contract Term.** This Grant Contract shall be effective for the period commencing on July 1, 2007 and ending on June 30, 2009. The State shall have no obligation for services rendered by the Grantee which are not performed within the specified period.

**Term Extension.** The State reserves the right to extend this Grant Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than Five (5) years, provided that the State notifies the Grantee in writing of its intention to do so prior to the Grant Contract expiration date. An extension of the term of this Grant Contract will be effected through an amendment to the Grant Contract. If the extension of the Grant Contract necessitates additional funding beyond that which was included in the original Grant Contract, the increase in the State's maximum liability will also be effected through

### **Proposal Deadline**

Grant Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section 2, Schedule of Events. A Proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified.

Proposers assume the risk of the method of dispatch chosen. The State assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual proposal receipt by the State. Late grant proposals shall not be accepted nor shall additional time be granted to any potential Proposer.

**Grant Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.**

## **2. ANNOUNCEMENT OF FUNDING SCHEDULE**

The following Schedule of Events represents the State's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:30 p.m., Central Time.

The State reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.  
Notification of any adjustment to the Schedule of Events shall be provided to all vendors.

	<b>EVENT</b>	<b>DATE</b>	<b>TIME</b>
<b>1</b>	State Announcement of Funding	November 6, 2006	
<b>2</b>	Deadline for Submitting a Proposal <u>and</u> State Opens Grant Proposals	December 6, 2006	9:00 a.m.
<b>3</b>	State Completes Evaluations of Grant Proposals	January 15, 2007	
<b>4</b>	State Sends a written Notice to Proposers <u>and</u> State Opens Files for Public Inspection	January 30, 2007	9:00 a.m.
<b>5</b>	Conclusion of Contract Negotiation, and Contract Signing	February 28, 2007	
<b>6</b>	Anticipated Contract Start Date	July 1, 2007	

### **3. COMMUNICATION REQUIREMENTS AND OTHER INFORMATION**

#### **COORDINATOR:**

The following Coordinator shall be the main point of contact for this Announcement of Funding.

Regina F. Newman, DCS Program Specialist  
Tennessee Department of Children's Services  
7<sup>th</sup> Floor, Cordell Hull Building  
435 Sixth Avenue North  
Nashville, TN 37243-1290  
Phone: (615) 253-5235  
Fax: (615) 244-8969

#### **Communications Regarding the Announcement of Funding**

- All vendor communications concerning this procurement must be directed to the Coordinator. Unauthorized contact regarding this procurement with other State employees of the procuring state agency may result in disqualification.
- All communications should be in writing to the Coordinator. Any oral communications shall be considered unofficial and nonbinding on the State
- Any communication sent by facsimile transmission must also be sent by United States mail on the same date.
- The State shall respond in writing to written communications. The State reserves the right, at its sole discretion, to determine appropriate and adequate responses to written comments, questions, and requests for clarification.

#### **Right of Rejection**

- The State reserves the right, at its sole discretion, to reject any and all grant proposals or to cancel the Announcement of Funding in its entirety.
- Any proposal received, which does not meet the requirements of this Announcement of Funds, may be considered to be nonresponsive, and the proposal may be rejected.

#### **Grantee Selection Criterion**

All grant proposals are reviewed by a group of state employees selected by the Department of Children's Services. The minimum number of state employees on a review team will be three. Based on the evaluations of the panel selections will be made and submitted for final approval to the Commissioner of the Department of Children's services or his/her designee.

All proposals are reviewed and rated by the Department of Children's Services. **A copy of the rating instrument is attached.** Based on the ratings, funding recommendations are made to the Commissioner of the Department of Children's Services for final funding decisions. Allocations of funds will be made to the Department's twelve (12) districts of the state based on a combination of child population and incidents of child abuse and neglect. An applicant may be required to make a verbal presentation.

The Department of Children's Services reserves the right to further negotiate grant proposals submitted for consideration.



#### **4. PROPOSAL INFORMATION**

##### **SUBMITTING THE PROPOSAL:**

- All grant proposals **MUST** be submitted to the Department of Children's Services with the items identified below at the following address:

Regina F. Newman, DCS Program Specialist  
Tennessee Department of Children's Services  
7<sup>th</sup> Floor, Cordell Hull Building  
435 Sixth Avenue North  
Nashville, TN 37243-1290

- Proposers **MUST** submit **five (5)** copies of the following items:
  - ✓ Announcement of Funding Grant Proposals
  - ✓ Verification of Licenses/Certifications
  - ✓ Grant Budget for FY 2007/2008
  - ✓ Grant Budget for FY 2008/2009
  - ✓ Signed Certification of Assurances
  - ✓ Services and Indicators of Outcome
  - ✓ Evidence-Based Practices Worksheet/CBCAP Measure

## 5. PROPOSAL FORMAT AND CONTENT

- ✓ Grant Proposals should be prepared simply and economically and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the Announcement of Funds. Emphasis should be on completeness and clarity of content.
- ✓ Proposers must follow all formats and address all portions of the Announcement of Funds set forth herein providing all information requested.
- ✓ Proposers must respond to every section identified. Proposers must label each response with the section numbers associated with the subject requirement.
- ✓ Proposal materials must be submitted in the order indicated on the checklist.

**Failure to follow the specified format, to label the responses correctly, or to address all of the sections may, at the State's sole discretion, result in the rejection of the Proposal.**

- Grant Proposals shall be type written, double spaced on standard 8 1/2" x 11" white paper, Font size of 10 with 1" margins.
- All proposal pages must be numbered and stapled or otherwise secured.
- The proposal must include a table of contents
- The number of copies for each item must be submitted as indicated.

## **6.PROPOSAL REQUIREMENTS**

**FAILURE TO PROVIDE ANY OF THE INFORMATION INDICATED BELOW AND IN THE SPECIFIED FORMAT MAY BE CONSIDERED NONRESPONSIVE AND RESULT IN THE REJECTION OF THE PROPOSAL.**

Each PROPOSAL **must** include the items listed below:

1. Cover page:
  - Announcement of Funding # 359.20-510;
  - Federal Employee Identification Number (FEIN);
  - Child Abuse Prevention Services
  - Include the names, addresses, contact names, and phone number for the agency;
2. Include verification that the Proposer is licensed and in good standing by the Department of Children's Services to provide the service(s) required. The required license for this services is : Child Abuse Prevention Agency.
3. Staff Qualifications and Experinece.
4. Program Narrative :
  - A Mission Statement of the Agency, the current services of the agency, and how the proposed project is consistent with the agency's mission. Explain how the applicant meets the eligibility criteria described on pages 4 and 5 of this Announcement of Funding.
  - Agencies soliciting funds for a program of services shall define the needs of the target population in their proposals.
    - a) Description of target population this grant will serve. Explain how the proposed project will address rural needs, if any.
    - b) An explanation of how this grant provides needed prevention services in your area.
    - c) Objective data showing need for this service, including the source of said data.
  - A detailed description of the services to be provided by the grant. Include in the description the following:
    - a) an explanation of the project's focus on either primary or secondary prevention
    - b) an explanation of the rationale and logic model for the project
    - c) a clear explanation of the service to be delivered
    - d) a description of where the project falls in the continuum of evidence based practices.
  - A detailed description of how this grant will meet specific prevention outcomes. Explain the logic model.
  - Indicate successes or problems you have had in meeting outcomes in the past.
  - Describe the Goals and Objectives of this Project.
  - Describe how the project is staffed, including information on the use of volunteers.

- Provide information on the number and ages of children you propose to serve under this grant.
- Explain how the project is sensitive to multicultural issues.
- Explain how the project will involve high-risk parents, community collaboration, and support.
- Attach letters of commitment from agencies with the proposal.
- Explain the level of evidence-based program you are proposing and include references to support this.
- Explain how the project will address needs of teen parents or very young parents.
- Identify the number of countries you propose to serve under this grant.
- Submit a line item budget by expenditure category and a payroll back-up sheet, which details positions by name, title, salary and benefits (if a position is part-time, please include the percentage of time). For professional staff, include educational qualifications required.

## 7. Attachments

### TENNESSEE DEPARTMENT OF CHILDREN'S SERVICES CHILD ABUSE PREVENTION ASSURANCES

**As the representative for \_\_\_\_\_, I hereby certify that:**

1. The Agency will assure appropriate match.
2. The Agency will participate in local and statewide community education of child abuse prevention including April Child Abuse Prevention Month. This community education will be in addition to the agency's child abuse prevention program. The agency will coordinate prevention services with local Department of Children's Services staff, as appropriate.
3. The Agency will develop a method for evaluation the prevention program with a system of measuring outcomes as they relate to the prevention of child abuse and neglect. This method must include some type of client measure(s) such as peer tests, satisfaction surveys, etc. The agency will submit six (6) month and annual summaries to the Department of Children's Services.
4. The Agency will provide child-care and transportation, if necessary, for services provision.
5. The Agency will use volunteers when the program allows for their use.
6. The Agency will address the need of a multi-cultural population and will not discriminate on the basis of race, gender, age or national origin.
7. The Agency assures that it a public or not-for-profit agency with 501C status, and eligible in every respect for this grant.
8. The Agency assures that all equipment purchased under the grant cannot exceed a total cost of \$1000.00.
9. The Agency will participate in the Tennessee Child Abuse Prevention Agency peer review process.
10. The Agency will involve parents who are former clients in positions of leadership.
11. The Agency will promote the sale of the Children's First License Plate.
12. The Agency will assure that they will avoid the appearance of impropriety in the use or application of these funds.

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**SIGNATURE**

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**DATE**

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**TITLE**

## CHILD ABUSE PREVENTION RATING INSTRUMENT

Proposer Name: \_\_\_\_\_

Name of Evaluator: \_\_\_\_\_

### Contract/Proposal Compliance

**Answers to the following questions may determine the Proposer's eligibility for funding. (Circle Response)**

1. Does the proposal reflect the requirements stated in the Announcement of Availability of Funding?

a) Applicant is licensed by DCS **YES NO**

b) Applicant is a governmental entity. **YES NO**

c) Applicant is tax exempt under § 501 of the Internal Revenue Code. **YES NO**

d) Applicant complies with TCA by reporting cases of suspected child abuse to DCS **YES NO**

e) Applicant complies with TCA by reporting cases of adult abuse, sexual abuse, and neglect, to DHS **YES NO**

f) Applicant meets all requirements as stated in Standards for Child Abuse Prevention Agencies **YES NO**

2. Does the proposed program focus on primary or secondary prevention? **YES NO**

3. Does the proposal include evidence of community collaboration? **YES NO**

4. Does the proposal include an explanation of how parents who have received your services  
(or whose children have received your services) are involved in program leadership? **YES NO**

5. Does the proposal include the Evidence-Based Practices worksheet? **YES NO**

6. Based on the above answers, is the proposed program eligible for funding? **YES NO UNSURE**

**(If the answer to number 5 is "no", do not complete the remaining evaluation instrument.)**

**Evaluate each numbered criteria with a point indicator as follows: very well = 3 points, average = 2 points, inadequate = 1 point, and proposal doesn't address or meet criteria = 0 points.**

CRITERION	Circle score
<b>1. <u>Cover page:</u></b> <ul style="list-style-type: none"> <li>Announcement of Funding # 359.20-510;</li> <li>Federal Employee Identification Number (FEIN);</li> <li>Child Abuse Prevention Services</li> <li>Include the names, addresses, contact names, and phone number for the agency.</li> </ul>	<b>0</b>
<b>2. <u>Verifications of License :</u></b> Include verification that the Proposer is licensed and in good standing by the Department of Children's Services to provide the service(s) required. The required license for this services is : Child Abuse Prevention Agency.	<b>0</b>
<b>3. Staff Qualifications and Experinece.</b>	<b>0</b>
<b>4. PROGRAM NARRATIVE:</b>	<b>Circle Score</b>

Are the applicant's mission statement and current services compatible with the proposed program?	3	2	1	0
Has the proposed program indicated a community need for the service by identifying the target population?	3	2	1	0
Has the proposed program indicated a community need for the service by identifying the objective data that shows a need for Prevention Services?	3	2	1	0
Does the proposed program include innovative efforts?	3	2	1	0
Does the proposed program target rural needs?	3	2	1	0
Does the proposed program clearly specify the service to be delivered?	3	2	1	0
Does the proposed program offer an appropriate rationale for prevention?	3	2	1	0
Are the goals and objectives clear and achievable?	3	2	1	0
Are the outcomes measurable?	3	2	1	0
Does the proposed have a logic model?	3	2	1	0
Is the proposal evidence based?	3	2	1	0
Does the applicant have the ability and personnel to deliver the proposed services?	3	2	1	0
Does the proposed program address the parenting needs of a multicultural population and describe the efforts to reach this population?	3	2	1	0
Does the proposed program include an evaluation system that is sound?	3	2	1	0
Is there a reflection of community support?	3	2	1	0
Is there a reflection of community collaboration and support?	3	2	1	0
Provide home-based services?	3	2	1	0
Target high-risk parents?	3	2	1	0
Target parents with young children, ages 0-3?	3	2	1	0
Does the proposed program address the need of teen parents or very young adult parents?	3	2	1	0
Serve a low-income community?	3	2	1	0
Have a realist approach to involving parents in the program?	3	2	1	0
Can the proposed program be implemented with the amount of funding requested?	3	2	1	0

**Maximum Points = 69****Total = \_\_\_\_\_**

**Comments:** \_\_\_\_\_

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Place a checkmark beside the service or services that your agency will provide. Fill in-the blanks, as applicable, in the indicator sections with percentiles, and submit this section as part of your proposal.

\_\_\_\_\_ 1. Parenting Education Indicators

- Upon successful completion of a formal parenting class, the customer will demonstrate knowledge of parenting skills with a \_\_\_\_\_ % improvement on a Post-Test score as compared to a Pre-Test score, or other documented measurement of progress.
- Upon successful completion of formal parenting classes the customer will demonstrate knowledge of stress management skills with a \_\_\_\_\_ % improvement on Post-Test score as compared to a Pre-Test score or other documented measurement of progress.
- Parenting class enrollees will attend \_\_\_\_\_ percent of the parenting classes and successfully complete all classes attended.
- Parents will express \_\_\_\_\_ percent satisfaction with the service based on customer survey data.

\_\_\_\_\_ 2. Parent Support Programs Indicators

- Parent/Caretaker will demonstrate parenting skills and knowledge gained based on a Post-Test score that is a \_\_\_\_\_ % improvement as compared to the Pre- Test score.
- Parenting/Caretaker will demonstrate stress reduction within the home based on a Post-Test score that is a \_\_\_\_\_ % improvement as compared to the Pre-Test score.
- Parent/Caretaker will demonstrate increased self-esteem based on a Post-Test score that is a \_\_\_\_\_ % improvement as compared to a Pre-Test score.
- Families are participating on a regular basis, attending \_\_\_\_\_ percent of scheduled events.
- Parent/Caretaker will demonstrate a \_\_\_\_\_ percent improvement of parenting skills with their child.
- Parent/Caretaker will express \_\_\_\_\_ percent satisfaction with the services, based on customer survey data.

\_\_\_\_\_ 3. In Home Visitation Indicators

- Parent/Caretaker will demonstrate parenting skills and knowledge gained based on a Post- Test score that is a \_\_\_\_\_ % improvement as compared to the Pre-Test score.
- Parent/Caretaker will demonstrate stress reduction within the home based on a Post-Test score that is a \_\_\_\_\_ % improvement as compared to the Pre- Test score.
- Parent/Caretaker will demonstrate increased self-esteem based on a Post- Test score that is a \_\_\_\_\_ % improvement as compared to a Pre-Test score.
- Families are participating in classes/groups a \_\_\_\_\_ percent of time as established in their service plan.



- Parents express \_\_\_\_\_ percent satisfaction with the service based on customer survey data.

\_\_\_\_\_ 4. Skills Training for Children and Youth Programs Indicators

- Children and youth will demonstrate an increased knowledge of skills needed avoid abusive situations based on post-test score that is a \_\_\_\_\_% improvement as compared to a Pre-test score.
- Child/youth will demonstrate increased knowledge of method of seeking help if abuse does occur based on a Post-test score that is a \_\_\_\_\_% improvement as compared to a Pre-test score.

\_\_\_\_\_ 5. Public Awareness Programs Indicators:

- Evaluation will demonstrate a \_\_\_\_\_ percent increase in knowledge of the topic area.

**Complete For All Services to be Provided under this Grant****Total Amount Requested: \$**\_\_\_\_\_

\*Note: Add more worksheets as needed to account for all services to be provided by this grant.

<b>Program/Practice Name</b>	<b>Dollars Requested for this Service</b>	<b>Level of Evidence-Based as defined by PART CBCAP measure</b>	<b>References to supporting documentation</b>
		<input type="checkbox"/> <b>Level I.</b> Emerging and Evidence Informed Programs and Practices <input type="checkbox"/> <b>Level II.</b> Promising Programs and Practices <input type="checkbox"/> <b>Level III.</b> Supported Efficacious <input type="checkbox"/> <b>Level IV.</b> Well Supported – Effective practice	
		<input type="checkbox"/> <b>Level I.</b> Emerging and Evidence Informed Programs and Practices <input type="checkbox"/> <b>Level II.</b> Promising Programs and Practices <input type="checkbox"/> <b>Level III.</b> Supported Efficacious <input type="checkbox"/> <b>Level IV.</b> Well Supported – Effective practice	
		<input type="checkbox"/> <b>Level I.</b> Emerging and Evidence Informed Programs and Practices <input type="checkbox"/> <b>Level II.</b> Promising Programs and Practices <input type="checkbox"/> <b>Level III.</b> Supported Efficacious <input type="checkbox"/> <b>Level IV.</b> Well Supported – Effective practice	

**TOTALS: Please add the total \$ amount for each level stated above**

<b>Level One Total: \$</b>	<b>Level Two Total: \$</b>	<b>Level Three Total: \$</b>	<b>Level Four Total: \$</b>
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**GRANT BUDGET**

ATTACHMENT [NUMBER]

**GRANT BUDGET**

GRANTEE: [NAME]

PROGRAM AREA: [PROGRAM NAME]

Refer to *Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A* for further definition of each expense object line-item in the model budget format. Policy 03 can be found on the Internet at: <http://www.state.tn.us/finance/rds/ocr/policy03.pdf>

**THE FOLLOWING IS APPLICABLE TO EXPENSE INCURRED IN THE PERIOD: 07/01/07 through 06/30/08**

<b>POLICY 03 Object Line-item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY (detail schedule(s) attached as applicable)</b>	<b>GRANT CONTRACT</b>	<b>GRANTEE MATCH (participation)</b>	<b>TOTAL PROJECT</b>
1	Salaries	0.00	0.00	0.00
2	Benefits & Taxes [(PERCENT)]	0.00	0.00	0.00
4, 15	Professional Fee/ Grant & Award (detail attached)	0.00	0.00	0.00
5	Supplies	0.00	0.00	0.00
6	Telephone	0.00	0.00	0.00
7	Postage & Shipping	0.00	0.00	0.00
8	Occupancy	0.00	0.00	0.00
9	Equipment Rental & Maintenance	0.00	0.00	0.00
10	Printing & Publications	0.00	0.00	0.00
11, 12	Travel/ Conferences & Meetings (detail attached)	0.00	0.00	0.00
13	Interest (detail attached)	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation (detail attached)	0.00	0.00	0.00
18	Other Non-Personnel (detail attached)	0.00	0.00	0.00
20	Capital Purchase (detail attached)	0.00	0.00	0.00
22	Indirect Cost [(PERCENT)]	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	<b>GRAND TOTAL</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

LINE-ITEM DETAIL FOR: [PROFESSIONAL FEE/ GRANT & AWARD]	AMOUNT
[SPECIFIC, DESCRIPTIVE, DETAIL]	[AMOUNT]
[REPEAT LINE AS NECESSARY]	
<b>TOTAL</b>	[AMOUNT]

LINE-ITEM DETAIL FOR: [TRAVEL/CONFERENCES & MEETINGS]	AMOUNT
[SPECIFIC, DESCRIPTIVE, DETAIL]	[AMOUNT]
[REPEAT LINE AS NECESSARY]	
<b>TOTAL</b>	[AMOUNT]

LINE-ITEM DETAIL FOR: [INTEREST]	AMOUNT
[SPECIFIC, DESCRIPTIVE, DETAIL]	[AMOUNT]
[REPEAT LINE AS NECESSARY]	
<b>TOTAL</b>	[AMOUNT]

LINE-ITEM DETAIL FOR: [DEPRECIATION]	AMOUNT
[SPECIFIC, DESCRIPTIVE, DETAIL]	[AMOUNT]
[REPEAT LINE AS NECESSARY]	
<b>TOTAL</b>	[AMOUNT]

LINE-ITEM DETAIL FOR: [OTHER NON-PERSONNEL]	AMOUNT
[SPECIFIC, DESCRIPTIVE, DETAIL]	[AMOUNT]
[REPEAT LINE AS NECESSARY]	
<b>TOTAL</b>	[AMOUNT]

LINE-ITEM DETAIL FOR: [CAPITAL PURCHASE]	AMOUNT
[SPECIFIC, DESCRIPTIVE, DETAIL]	[AMOUNT]
[REPEAT LINE AS NECESSARY]	
<b>TOTAL</b>	[AMOUNT]

**ATTACHMENT B****GRANT BUDGET****GRANTEE:** [NAME]**PROGRAM AREA:** [PROGRAM NAME]

Refer to *Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A* for further definition of each expense object line-item in the model budget format. Policy 03 can be found on the Internet at: <http://www.state.tn.us/finance/rds/ocr/policy03.pdf>

**THE FOLLOWING IS APPLICABLE TO EXPENSE INCURRED IN THE PERIOD: 07/01/08 through 06/30/09**

<b>POLICY 03 Object Line-item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY (detail schedule(s) attached as applicable)</b>	<b>GRANT CONTRACT</b>	<b>GRANTEE MATCH (participation)</b>	<b>TOTAL PROJECT</b>
1	Salaries	0.00	0.00	0.00
2	Benefits & Taxes [(PERCENT)]	0.00	0.00	0.00
4, 15	Professional Fee/ Grant & Award (detail attached)	0.00	0.00	0.00
5	Supplies	0.00	0.00	0.00
6	Telephone	0.00	0.00	0.00
7	Postage & Shipping	0.00	0.00	0.00
8	Occupancy	0.00	0.00	0.00
9	Equipment Rental & Maintenance	0.00	0.00	0.00
10	Printing & Publications	0.00	0.00	0.00
11, 12	Travel/ Conferences & Meetings (detail attached)	0.00	0.00	0.00
13	Interest (detail attached)	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation (detail attached)	0.00	0.00	0.00
18	Other Non-Personnel (detail attached)	0.00	0.00	0.00
20	Capital Purchase (detail attached)	0.00	0.00	0.00
22	Indirect Cost [(PERCENT)]	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	<b>GRAND TOTAL</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

LINE-ITEM DETAIL FOR: [PROFESSIONAL FEE/ GRANT & AWARD]	AMOUNT
[SPECIFIC, DESCRIPTIVE, DETAIL]	[AMOUNT]
[REPEAT LINE AS NECESSARY]	
<b>TOTAL</b>	[AMOUNT]

LINE-ITEM DETAIL FOR: [TRAVEL/CONFERENCE & MEETINGS]	AMOUNT
[SPECIFIC, DESCRIPTIVE, DETAIL]	[AMOUNT]
[REPEAT LINE AS NECESSARY]	
<b>TOTAL</b>	[AMOUNT]

LINE-ITEM DETAIL FOR: [INTEREST]	AMOUNT
[SPECIFIC, DESCRIPTIVE, DETAIL]	[AMOUNT]
[REPEAT LINE AS NECESSARY]	
<b>TOTAL</b>	[AMOUNT]

LINE-ITEM DETAIL FOR: [DEPRECIATION]	AMOUNT
[SPECIFIC, DESCRIPTIVE, DETAIL]	[AMOUNT]
[REPEAT LINE AS NECESSARY]	
<b>TOTAL</b>	[AMOUNT]

LINE-ITEM DETAIL FOR: [OTHER NON-PERSONNEL]	AMOUNT
[SPECIFIC, DESCRIPTIVE, DETAIL]	[AMOUNT]
[REPEAT LINE AS NECESSARY]	
<b>TOTAL</b>	[AMOUNT]

LINE-ITEM DETAIL FOR: [CAPITAL PURCHASE]	AMOUNT
[SPECIFIC, DESCRIPTIVE, DETAIL]	[AMOUNT]
[REPEAT LINE AS NECESSARY]	
<b>TOTAL</b>	[AMOUNT]

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
STATE AGENCY NAME  
AND  
GRANTEE NAME**

This Grant Contract, by and between the State of Tennessee, STATE AGENCY NAME, hereinafter referred to as the "State" and GRANTEE LEGAL ENTITY NAME, hereinafter referred to as the "Grantee," is for the provision of SHORT DESCRIPTION OF THE SERVICE, as further defined in the "SCOPE OF SERVICES."

The Grantee is AN INDIVIDUAL / A FOR-PROFIT CORPORATION / A NONPROFIT CORPORATION / A SPECIAL PURPOSE CORPORATION OR ASSOCIATION / A FRATERNAL OR PATRIOTIC ORGANIZATION / A PARTNERSHIP / A JOINT VENTURE / A LIMITED LIABILITY COMPANY.

The Grantee's place of incorporation or organization is STATE OF ORGANIZATION.

The Grantee's FEDERAL EMPLOYER ID / SOCIAL SECURITY Number is: NUMBER.

**A. SCOPE OF SERVICES:**

- A.1. DESCRIBE IN DETAIL THE SERVICES THE GRANTEE IS TO PROVIDE . . . PROVIDE SUFFICIENT DETAIL TO ENSURE ACCOUNTABILITY AND RESULTS . . . DO NOT INCLUDE PAYMENT TERMS IN THE SCOPE OF SERVICES

**B. GRANT CONTRACT TERM:**

- B.1. Grant Contract Term. This Grant Contract shall be effective for the period commencing on START DATE and ending on END DATE. The State shall have no obligation for services rendered by the Grantee which are not performed within the specified period.
- B.2. Term Extension. The State reserves the right to extend the Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of an amendment to the Contract.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed WRITTEN DOLLAR AMOUNT (\$NUMBER). The Grant Budget, attached and incorporated herein as a part of this Grant Contract as ATTACHMENT REFERENCE(S), shall constitute the maximum amount due the Grantee for the service and all of the Grantee's obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.5.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and subject to the Grant Budget.
- C.3. Payment Methodology. The Grantee shall be compensated for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in

Section C.1. Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Grantee shall submit invoices, Attachment E, in form and substance acceptable to the State, with all of the necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall indicate at a minimum the period invoiced, the amount charged by budget line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, and the total amount charged under this Grant Contract to date. The Grantee shall submit invoices no more than once per calendar month and within forty-five (45) days after the end of the calendar month in which the subject expenses or services were incurred or rendered by the Grantee.

Invoices submitted more than forty-five (45) days after the end of the calendar month in which invoiced expenses or services were incurred or rendered by the Grantee will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

- C.5. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to fifteen percent (15%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.6. Disbursement Reconciliation and Close Out. The Grantee shall submit a final grant disbursement reconciliation report within forty five (45) days of the end of the Grant Contract. Said report shall be in form and substance acceptable to the State. The State will not be responsible for the payment of invoices that are submitted to the state after the final grant disbursement reconciliation report.

If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the Section C, Payment Terms and Conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.

The Grantee must close out its accounting records at the end of the grant period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

- C.7. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate to amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the grant period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the term of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.8. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Grant Contract period.



- C.9. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein.
- C.10. Unallowable Costs. The Grantee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.
- C.11. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Grantee under this or any Contract between the Grantee and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Grantee.
- C.12. Automatic Deposits. The Grantee shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Grantee by the State. Once this form has been completed and submitted to the State by the Grantee all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Grantee shall not invoice the State for services until the Grantee has completed this form and submitted it to the State.
- D. STANDARD TERMS AND CONDITIONS:
- D.1. Required Approvals. The State is not bound by this Grant Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Grantee at least 30 days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Grant Contract pertaining to Conflicts of Interest, Lobbying, Nondiscrimination, Public Accountability, and Public Notice (Sections D.6, D.7, D.8, D.9, and D.10). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages,

compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.
- D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454
- D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Grantee shall be approved by the State.
- D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.12. Records. The Grantee shall maintain documentation for all charges against the State under this Grant Contract. The books, records, and documents of the Grantee, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable

time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting Manual for the Recipients of Grant Funds in the State of Tennessee*, published by the Tennessee Comptroller of the Treasury. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.13. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.14. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.15. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.
- D.16. Procurement. If the other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

- D.17. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.18. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents

of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Grantee's employees, and to pay all applicable taxes incident to this Grant Contract.

- D.19. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.20. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.21. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.22. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.23. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.24. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.25. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

NAME AND TITLE OF STATE AGENCY CONTACT PERSON  
STATE AGENCY NAME  
ADDRESS

TELEPHONE NUMBER  
FACSIMILE NUMBER

The Grantee:

NAME AND TITLE OF GRANTEE CONTACT PERSON  
GRANTEE NAME  
ADDRESS  
TELEPHONE NUMBER  
FACSIMILE NUMBER

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or as of the day the electronic transmission of such by telefax or email is received and confirmed by the designated recipient.

- E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et seq.*, shall be printed unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).
- E.5. Prohibited Advertising. The Grantee shall not refer to this Grant or the Grantee's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed.
- E.6. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Grantee's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Grantee of this Contract; previously possessed by the Grantee without written obligations to the State to protect it; acquired by the Grantee without written restrictions against disclosure from a third party which, to the Grantee's knowledge, is free to disclose the information; independently developed by the Grantee without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Grantee to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.7. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. The Grantee warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the grant so that both parties will be in compliance with HIPAA.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and the Grantee in compliance with HIPAA. This provision shall not apply if information received by the State under this grant is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document
- E.8. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.9. Date/Time Hold Harmless. As required by *Tennessee Code Annotated*, Section 12-4-118, the contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the State for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.
- E.10. Hold Harmless. The Grantee agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Grantee, its employees, or any person acting for or on its or their behalf relating to this Grant Contract. The Grantee further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Grant Contract or otherwise enforce the obligations of the Grantee to the State.
- In the event of any such suit or claim, the Grantee shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Grantee written notice of any such claim or suit, and the Grantee shall have full right and obligation to conduct the Grantee's own defense thereof. Nothing contained herein shall be deemed to accord to the Grantee, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.
- E.11. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it and its principles:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;

- b. have not within a three (3) year period preceding this Grant been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Grant had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- E.12. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- E.13. Drug-Free Workplace. The Grantee shall provide a drug-free workplace pursuant to the Drug-Free Workplace Act of 1988, 45 CFR Part 75, Subpart F.
- E.14. Incorporation of Additional Documents. Included in this Grant by reference are the following documents:
  - a. The Grant Document and Attachments A, B, D, and E
  - b. The Child Abuse Prevention Performance Standards, Policies, and Procedures Manual, Revised January 2006
  - c. The Fiscal Year 2006 Program Narrative, Attachment C

In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities and Performance under this Grant, the provisions of the Grant shall govern followed in order of priority by the attachments.
- E.15. Reporting. The Grantee shall prepare and submit a Monthly Statistical Program Report. An Outcome Measurement Report and Customer Survey Data Report are to be submitted at the end of the Grant Contract. All report are due within fifteen (15) days after the reporting period and shall be submitted to the Department of Children's Services, Division of Child Protective Services. The reports are to be submitted as detailed in Attachment D.
- E.16. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."
- E.17. Criminal Records Check. Pursuant to Tennessee Code Annotated 37-1-414 and 37-5-511, background investigations are required for all persons who have direct contact with children. Background investigations consist mainly of fingerprint verifications through the Tennessee Bureau of Investigation (TBI) and Federal Bureau of Investigation (FBI) as well as character checks and/or screening evaluations. All contract and grant agencies are required to provide fingerprint checks on all direct service staff prior to their contact with children. Fingerprinting shall routinely be conducted at the point of hiring all new employees who will have direct contact with children. Persons who have committed a felony or child abuse may not be employed in this program.

IN WITNESS WHEREOF:

**CONTRACTOR/GRANTEE LEGAL ENTITY NAME:**

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**NAME AND TITLE**

**DATE**

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**PRINTED NAME AND TITLE OF CONTRACTOR/GRANTEE SIGNATORY**

**STATE AGENCY NAME:**

---

**NAME AND TITLE**

**DATE**

**APPROVED:**

**DEPARTMENT OF FINANCE AND ADMINISTRATION:**

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**M. D. GOETZ, JR., COMMISSIONER**

**DATE**

**COMPTROLLER OF THE TREASURY:**

---

**JOHN G. MORGAN, COMPTROLLER OF THE TREASURY**

**DATE**



